

## MAINTENANCE BOND

STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
hereinafter called CONTRACTOR, as principal, and \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_, as surety, do hereby  
acknowledge themselves to be held and bound to pay unto the City of Mansfield, a municipal  
Corporation, chartered by virtue of the Constitution and Laws of the State of Texas, at  
Mansfield, in Tarrant County, Texas, the sum of \_\_\_\_\_  
and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of  
which sum well and truly to be made unto said City of Mansfield and its successors, said  
CONTRACTOR and surety do hereby bind themselves, their heirs, executors, administrators,  
assigns and successors, jointly and severally.

This obligation is conditioned, however; that,

WHEREAS, said CONTRACTOR has this day entered into a written Contract with  
\_\_\_\_\_, the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, a copy of which is attached hereto and made a part hereof, for the construction of  
\_\_\_\_\_, which contract  
is hereby referred to and made a part hereof as fully and to the same extent as if copied verbatim  
herein, such project and construction in the City of Mansfield, together with the necessary  
grading and excavation, which Contract and Specifications therein mentioned adopted by the  
City are expressly made a part hereof, as though written herein in full; and,

WHEREAS, in said Contract, CONTRACTOR binds itself to use such materials and to  
so construct the work that it will remain in good repair and condition for and during the period of  
two (2) years after the date of final acceptance of the work by the City; and,

WHEREAS, said CONTRACTOR binds itself to maintain said work in good repair and  
condition for said term of two (2) years; and,

**MAINTENANCE BOND (Continued)**

WHEREAS, said CONTRACTOR binds itself to repair or reconstruct the work in whole or in part at anytime within said period, if in the opinion of the City ENGINEER in the City of Mansfield, it be necessary; and,

WHEREAS, said CONTRACTOR binds itself, upon receiving notice of the need thereof to repair or reconstruct said work as herein provided.

NOW, THEREFORE, if said CONTRACTOR shall keep and perform its said agreement to maintain, repair or reconstruct said work in accordance with all the terms and conditions of said Contract, these presents shall be null and void, and have no force or effect. Otherwise, this Bond shall be and remain in full force and effect, and said City shall have and recover from the said CONTRACTOR and its surety damages in the premises as prescribed by said Contract.

This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed in \_\_\_\_\_ counterparts by its authorized \_\_\_\_\_ and said \_\_\_\_\_ has caused these presents to be executed in \_\_\_\_\_ counterparts by its Attorney In Fact and attested by its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Attorney in Fact